

AGREEMENT

BETWEEN

THE CITY OF DUBUQUE, IOWA

AND

THE DUBUQUE PROFESSIONAL FIRE FIGHTER'S ASSOCIATION

LOCAL #353

JULY 1, 2007 through JUNE 30, 2008

DUBUQUE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL # 353  
CONTRACT

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## PREAMBLE

This Agreement is made and entered into this First day of July, 2007 by and between the City of Dubuque, Iowa (hereafter called the City) and the Dubuque Professional Firefighters' Association, Local #353 (hereafter called the Association) and between the City and the Association on behalf of the employees in the Bargaining Unit, recognized and described under "Recognition Provisions" of this Agreement.

## ARTICLE 1

### RECOGNITION

The City recognizes the DUBUQUE PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL 353 as certified by the PUBLIC EMPLOYMENT RELATIONS BOARD CASE NUMBER 520 dated December 10, 1975 as the exclusive bargaining representative for the following employees of the City of Dubuque: Firefighter, Fire Equipment Operator, Fire Lieutenant, Medical Officer, Fire Captain.

## ARTICLE 2

### GENERAL CONDITIONS

#### A. Public Employer Rights

Public employers shall have, when not in conflict with other provisions of this Agreement, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Relieve public employees from duties because of lack of work or for other legitimate reasons.
5. Maintain the efficiency of governmental operations.
6. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

#### B. Public Employee Rights

Public employees shall have the right to:

1. Organize or form, join or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state.
4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees, or assessments or service fees of any type.

Any disagreement involving the interpretation or application of this Article shall not be subject to the grievance procedure of this agreement or the appeal procedure set forth in Chapter 400, Code of Iowa.

### ARTICLE 3

#### ASSOCIATION DUES CHECK-OFF

During the term of this Agreement the City of Dubuque, Iowa, agrees, after receipt of a proper "Authorization for Dues Check-off" card signed by the employee, to deduct the uniformly required dues as certified by the Financial Secretary of the Association. Such dues deducted will be transmitted by the City to the Financial Secretary of the Association.

It is understood and agreed to by the City, the Association and the employee that the dues check-off authorization may be terminated by the employee at any time by giving thirty [30] days written notice. [Reference: Code of Iowa. Chapter 20 subsection 20.9 and Chapter 736.A Subsection 736.A5.]

The City shall have no obligation to deduct dues from an Association member whose net pay for a payroll period, after all other deductions, is insufficient to cover the total authorized deductions for that payroll period. The Association agrees to indemnify the City and hold it harmless against all and any suits, claims, demands and liabilities for damages or penalties that may arise out of deduction of these dues. The Association further agrees to refund to the City any amounts paid to the Association in error.

The Association shall reimburse the City for all costs associated with any substantial changes in the Association's dues structure. There shall be no costs charged for across-the-board adjustments in the amount of dues.

ARTICLE 4

COPIES OF CONTRACT

The City will furnish twenty-five [25] copies of the contract to the Association.

ARTICLE 5

NO STRIKE CLAUSE

It shall be unlawful for any public employee or any employee organization, directly or indirectly, to induce, instigate, encourage, authorize, ratify or participate in a strike against any public employer.

It shall be unlawful for any public employer to authorize, consent to, or condone a strike, or to pay or agree to pay any public employee for any day in which the employee participates in a strike, or to pay any increase in compensation or benefits to any public employee in response to or as a result of any strike or act which violates the first paragraph of this Article.

Any other provisions as stipulated in the Public Employment Relations Act, Chapter 20, Code of Iowa shall be applicable.

ARTICLE 6

GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the City involving the interpretation or application of certain provisions of this Agreement, except that any matter governed by Iowa Civil Service Law [Chapter 400, Code of Iowa] shall not be considered a grievance and subject to the grievance procedure. Any action or claim within the jurisdiction of the Civil Service Commission to decide must be brought under Iowa Civil Service Law.

The City is desirous of obtaining an equitable and prompt adjustment of grievances and grievances shall be settled orally whenever possible between the employee's supervisor and the aggrieved employee. The employee's supervisor shall be notified of the alleged grievance within ten [10] calendar days of the date the alleged grievance occurred. Failure of the employee to notify his/her supervisor within ten [10] calendar days of the date the alleged grievance occurred shall constitute a withdrawal of the grievance. No grievance shall be construed as a continuing grievance.

The City shall not be obligated to accept a written grievance until such grievance has been discussed orally with the aggrieved employee and his/her supervisor. Employees shall have the right to representation at any step of the grievance procedure.

#### Step 1

If the outcome of the oral discussion is not satisfactory to the employee, the employee may submit a written statement of the grievance to the Fire Chief within five [5] calendar days after receipt of the oral response. The Fire Chief shall respond in writing within five [5] calendar days after receipt of the written grievance.

#### Step 2

If the grievance remains unsolved on the basis of the decision of the Fire Chief, the employee may present the grievance in writing to the City Manager, together with a copy of the reply from the Fire Chief, within five [5] calendar days after the Fire Chief's response is due. The City Manager, or designated representative, shall convene a hearing within ten [10] calendar days following receipt of the appeal. The employee and his/her representative and representatives selected by the City shall have the right to present information necessary to assist the City Manager, or designated representative, in reaching a decision on the grievance. A decision shall be issued within fifteen [15] calendar days following completion of the hearing.

#### Step 3

If the grievance is not settled in step 2, within twenty [20] calendar days after receiving the City's written answer, either party may submit the grievance to arbitration. The invoking of arbitration by the Association shall require approval of the Association and approval of the aggrieved employee.

The parties shall attempt to select an arbitrator as soon as practical after receipt of a request for arbitration. If the parties do not agree upon the selection of an arbitrator within fifteen [15] calendar days after receipt of the request for arbitration, the Federal Mediation and Conciliation service shall be requested to furnish a list of five [5] arbitrators. A flip of the coin shall determine which party shall be the first to strike a name on the list. The other party shall then strike one [1] name. The process shall be repeated and the remaining person shall be the arbitrator.



The decision of the arbitrator, within the scope of his/her authority, shall be final and binding on both parties to this Agreement. The arbitrator shall not have the power to add to, subtract from, or change any of the provisions of this agreement. Nor shall he/she have authority to rule on matters of law or to render any decision which conflicts with any law, rule or regulation binding upon the City. The arbitrator shall not have power to accept or to decide any disagreement which involves a matter within the jurisdiction of the Civil Service Commission [Chapter 400, Code of Iowa]. The fees and expenses of the arbitrator shall be shared equally by the City and the Association. However, each party shall be responsible for compensating their own witnesses and representatives as well as paying for transcripts of the proceeding. Awards shall not be retroactive beyond the date of the occurrence.

Association representatives, when processing step 1 and step 2 of the grievance procedure shall be permitted to leave work after receiving approval from their supervisor and shall suffer no loss of their straight time rate of pay but shall not be eligible for overtime pay or any other type of premium pay. The city shall not be responsible for paying an employee as a result of his/her participation in arbitration or Civil Service Proceedings.

The time specified for each step of the grievance procedure may be extended by mutual agreement. All time limits shall exclude Saturdays, Sundays, and Holidays. If an answer to a grievance is not given to the employee by the City within any of the time limits specified in this Article, the grievance may be appealed to the next step of the grievance procedure. Failure of the employee or the Association to comply with any time limitations shall constitute a withdrawal of the grievance.

## ARTICLE 7

### REPRESENTATIVES AND NEGOTIATING COMMITTEE

The Association shall provide the City with a list of representatives by name, position and area which each representative serves [if a member of the Grievance Committee]. Changes in this list shall be furnished to the City promptly. The City need not recognize any Association representative of whom it has not been informed.

Members of the Negotiating Committee shall be paid their regular rate of pay when they participate in negotiating meetings during their regular scheduled work day. The number of employees eligible for payment shall be limited to four [4]. No payment shall be made to any employee when he/she negotiates outside of his/her regular work hours.

ARTICLE 8

PERSONNEL FILES

Under the supervision of the Personnel Office, employees shall have free access to their personnel files maintained by the Personnel Office.

ARTICLE 9

NONDISCRIMINATION

Complaints involving an allegation of discrimination may be filed with the appropriate agency but shall not be a proper subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa.

There shall be no discrimination against any employee in the bargaining unit by either party to this agreement because of mental or physical disability, age, sex, marital status, race, color, religion, national origin, or political affiliation.

ARTICLE 10

BULLETIN BOARDS

The City shall provide space on bulletin boards, or allow the Association to maintain their own bulletin boards, at all Fire Stations, for the posting of Association notices on elections, appointments, meetings, recreational and social affairs. Prior to the posting of any other notice, said notice must be authorized by the President of the Association and shall be submitted to the Fire Chief, or his/her designated representative, who shall approve or disapprove the posting of said notice.

## ARTICLE 11

HOURS OF WORK

A. The hours of work for employees assigned to Firefighting shall be twenty-four [24] hour days for an average of a fifty-six [56] hour week.

B. All other employees shall be scheduled to work a forty [40] hour week.

C. Firefighting

Three [3] platoons shall work an average of fifty-six [56] hours per week in the following fashion: Each shift shall work three [3] alternate twenty-four [24] hour days followed by ninety-six [96] hours off duty.

D. Fire Prevention Bureau and Training Officers

Employees shall work five [5] eight [8] hour days.

## ARTICLE 12

WAGE PLAN

The following salary schedules shall represent the regular [straight time or base] rate of pay for positions covered by this agreement:

Position Classification	Salary Grade	Step A	Step B	Step C	Step D	Step E	Step F
Bi-Weekly Rates - Effective 07/01/2007 through 6/30/2008							
Firefighter	F-01			\$1,571.36	\$1,701.28	\$1,746.08	\$1,848.00
Fire Equipment Operator	F-02			\$1,805.44	\$1,851.36	\$1,898.40	\$1,947.68
Ambulance Medical Officer	F-03			\$1,906.24	\$1,952.16	\$1,999.20	\$2,047.36
Fire Lieutenant	F-04			\$0.00	\$1,952.16	\$1,999.20	\$2,047.36
Fire Captain	F-05			\$0.00	\$2,051.84	\$2,100.00	\$2,148.16

Generally, the minimum pay step in the salary range established for a position shall be applicable upon appointment to a position in the bargaining unit. Upon promotion an employee shall be placed in the first step of the salary range established for the position, except in cases where the increase to the first step would be less than a one [1] step increase. Under such circumstances the promoted employee shall be placed in a step in the new salary range that would provide at least a one [1] step increase.

If an employee is promoted to or enters the City service at the lowest step in the salary range established for the position, the employee's performance shall be evaluated after six [6] months and, if satisfactory, said employee shall be advanced to the next step in the salary range. If an employee is promoted to or enters the City service at a step other than the lowest step in the salary range established for the position, the employee's performance shall be evaluated after twelve [12] months and, if satisfactory, said employee shall be advanced to the next step. Advancements to succeeding pay steps in the salary range established for the position shall be based upon a satisfactory performance evaluation. An employee who consistently meets and exceeds performance standards established for a position is eligible for a one [1] step performance advancement. Employees are eligible for performance advancements at twelve [12] month intervals until they obtain the maximum step in the salary range established for that position.

## ARTICLE 13

### LONGEVITY

#### Section 1

Longevity pay shall mean a percentage of salary based on the length of continuous service paid each payday to employees in addition to their base wage or salary.

#### Section 2

Regular employees performing satisfactorily for a continuous period of five [5] years shall be advanced in pay on their anniversary date of hire by one percent [1%] of their base pay. After [10] years of continuous service, incumbents shall be advanced in pay by two percent [2%] of their base pay. After fifteen [15] years of continuous service, incumbents shall be advanced in pay by three [3%] percent of their base pay. After twenty [20] years of continuous service, incumbents shall be advanced in pay by four [4%] of their base pay. After twenty-five [25] years of service, incumbents shall be advanced in pay by seven [7%] percent of their base pay.

Section 3

Continuous service shall mean service with the City uninterrupted by resignation, discharge or personal leave of absence without pay exceeding sixty [60] days in the preceding twelve [12] months.

## ARTICLE 14

EDUCATION PAYSection 1

Employees in the classifications of Firefighter, Fire Equipment Operator, Lieutenant and Captain who are certified in any of the following categories shall receive payment in accordance with the following schedule:

<u>CERTIFICATION LEVEL</u>	<u>PAYMENT</u>
EMT-B	\$20.00 per month
EMT-I	\$40.00 per month
EMT-P	\$105.00 per month

Payments for Emergency Medical Training certification shall not be cumulative and shall not be included in the regular [straight time or base] rate of pay or in the calculation of premium payments or fringe benefits. Payment for Emergency Medical

Training certifications shall commence at the beginning of the first pay period following receipt of the state certification card.

In the event the City discontinues the ambulance service, the terms of this Section shall become null and void on the date ambulance service is discontinued.

## Section 2

Effective July 1, 2000, employees who possess an Associates Degree in Fire Science from an accredited college or university shall receive payment in the amount of \$105 per month. In order to verify eligibility for this payment, employees must provide a certified transcript from the college or university that awarded the Fire Science degree.

## ARTICLE 15

### TEMPORARY ASSIGNMENT

Effective July 1, 2007 an employee shall receive \$18.42 for each full work day (24 consecutive work hours) in which he/she is temporarily assigned to work in a higher job classification in the bargaining unit. This amount (\$18.42) shall be increased in the next contract year by the percentage increase, if any, in the Wage Plan. The employee shall receive the additional payment only while he/she is working in the higher job classification.

## ARTICLE 16

### OVERTIME AND CALLBACK

## Section 1

One and one-half [1 ½] times the employee's regular rate of pay shall be paid for all hours worked in excess of an employee's regular work schedule. The regular [straight time or base] rate of pay for employees assigned to a forty [40] hour work week shall be based upon two thousand eighty [2080] hours per year. The regular [straight time or base] rate of pay for employees assigned to a fifty-six [56] hour work week shall be based on two thousand nine hundred twelve [2,912] hours per year.

Section 2

Opportunities to work overtime shall be distributed as equally and reasonably as possible among employees. Employee's names shall be listed on an overtime roster by last day worked or refused.

The procedure for distributing overtime and any modifications to the procedure shall be subject to the approval of the City and the Association. When an employee's name reaches the top of the overtime roster and he/she is called to work, the employee shall report for work unless excused by the Fire Chief or designee. Overtime shall not be voluntary. The decision and reasons therefore of the Fire Chief or designee to require an employee to report for overtime work shall not be a proper subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa.

Section 3

Compensation shall not be paid more than once for the same hours of work under any provisions of this Article or Agreement.

At the discretion of the department manager, employees assigned to the Fire Marshal's Office who work a forty (40) hour work week and who are eligible to receive overtime may be granted time off in order to compensate for and in lieu of overtime payment.

Section 4

An employee, having left the premises after a regular shift, and recalled for additional work shall receive not less than two [2] hours straight time pay. When such work merges with the employees regular day, this provision does not apply.

Section 5

Any overtime that is a result of special events will be filled off of a Special Event overtime list. The Association will administer the procedure for distributing overtime from this list. It is understood that the Fire Chief or designee shall reserve the right to determine the number and qualifications of the employees needed for each event.

Section 6

When an employee is present for duty for all of his/her assigned shifts within the twenty-seven day work period, as defined by the Fair Labor Standards Act, he/she shall earn twelve (12) hours of compensatory time. The compensatory time shall be accumulated throughout the calendar year and after vacations are selected for the upcoming calendar year, employees will take compensatory time off in twenty-four hour periods for the remaining vacation days available on their respective shifts. Selection of compensatory time off shall be made in the same manner as vacation selection. Upon

approval of the Fire Chief or his/her designee, after selections are made, employees will be allowed to move a "compensatory day" to another open vacation slot or trade compensatory days with another employee.

Upon termination, retirement, or separation from employment for any other reason, unused compensatory time shall be paid at one-half the regular rate of pay. Carryover of compensatory time from calendar year to calendar year shall be limited to twenty-four (24) hours of compensatory time. If an employee is unable to use any or all of his/her compensatory time because of illness, injury, or other unforeseen circumstance, the City shall have the option of paying off the employee's earned compensatory time at half the employee's rate of pay or allowing the employee to carry over the unused balance to the next calendar year. The use of compensatory time in lieu of payment of overtime shall be mandatory and the definition of compensable hours of work shall be the definition contained in the Fair Labor Standards Act, which means that an employee must be present for duty for over 204 hours in the twenty-seven day work period to be eligible for compensatory time.

## ARTICLE 17

### PAYDAY

Payday shall be every other Friday. If the payday is an observed holiday, the payday shall be the day before the holiday.

## ARTICLE 18

### GROUP INSURANCE

#### Section 1

HEALTH INSURANCE Effective July 1, 2005, employees shall pay 10% of the cost of the premium established for the health and prescription drug insurance plan for which the employee is enrolled. The premium for the health and prescription drug insurance plan shall be the premium established for retirees and COBRA enrollees. In no event shall an employee pay more than \$125 per month for the Family Plan, \$100 per month for the Single Plus One Dependent Plan or \$50 per month for the Single Plan.

#### Section 2

LIFE/ACCIDENTAL DEATH AND DISMEMBERMENT/DISABILITY INCOME PROTECTION INSURANCE The City shall pay the full cost of a life insurance, accidental death and dismemberment and disability income protection insurance for employees covered by this Agreement. Employees are eligible for coverage the first of the month following the completion of thirty [30] days continuous service in a full-time position.



### Section 3

Specific benefits of each aspect of the group insurance plan are set forth in master agreements which shall in all cases be the determining factor as to the eligibility and amounts of coverage extended to each employee. Any disagreement regarding the interpretation or application of specific provisions of the insurance master agreements shall not be a subject for the grievance procedure of this agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. The City shall retain the right to change insurance carriers or change the method in which insurance is provided, at any time, and such action by the City and the reason[s] therefore shall not be subject to the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. In the event the City chooses to change insurance carriers or change the method in which insurance is provided, efforts shall be made to maintain coverages similar to what is being provided.

### Section 4

Except as otherwise provided by law and by this Agreement, the City shall continue to pay its portion of the group insurance premium for up to fourteen [14] months from the day an employee is absent due to illness or injury, or until the employee is granted a pension, whichever comes first. However, in no event will the City pay its portion of the group insurance premium for a period longer than the employee's length of continuous service in a full-time position. Group insurance plans include health insurance, prescription drug insurance, life/accidental death and dismemberment insurance and disability income protection insurance.

### Section 5

An employee may elect to continue group insurance coverages while on a leave of absence without pay. During a leave of absence without pay in excess of thirty [30] calendar days the employee shall be responsible for paying the full cost of all group insurance premiums, with the exception of a leave of absence without pay granted in accordance with the Family and Medical Leave Act of 1993.

### Section 6

Whenever a covered employee is discharged, laid-off, resigns, retires or dies, the City shall discontinue payment of all insurance premiums. Insurance benefits for dependents terminate when the dependent ceases to be eligible as a dependent or when the employee withdraws the authorization for dependent insurance coverage.

### Section 7

The City shall provide IRS Section 125 Flexible Spending Accounts for medical and dependent care expenses and health, prescription drug and dental insurance premiums.

## ARTICLE 19

### UNIFORMS

#### Section 1

A new firefighter will receive the required work uniforms, boots and bunker trousers on reporting for duty. The work uniforms will consist of three (3) pairs of trousers, six (6) shirts, and work jacket. All firefighters receive a coat, fire helmet, pair of fire boots, bunker trousers, gloves, fire hood, and replacements as needed.

The city will purchase and maintain, dress coats, and hats in assorted sizes. These coats and hats will be the property of the City of Dubuque and will be worn by the employees when the need arises.

#### Section 2

After the first year of service employees will receive a four hundred sixty dollar (\$460.00) yearly cash allowance for maintenance and replacement of the uniform. The uniform allowance will be paid in December of each year.

## ARTICLE 20

### SENIORITY

#### Section 1

All employees shall serve a trial period of twelve (12) months. After completing twelve (12) months of continuous service in a full-time position, the employee shall have established seniority and the employee's seniority date shall be retroactive to the most recent date of employment in a full-time position. For purposes of computing benefits, length of continuous service shall relate to an employee's most recent date of employment in a full-time position. For purposes of the Agreement, the term

employees shall mean full-time employee. An employee may be laid off or discharged any time prior to the end of the trial period and such discharge or lay off shall not be subject to the grievance procedure of the Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. The Association shall not assert or present any grievance or appeal on behalf of any employee because of any matter or occurrence whatsoever falling within the trial period.

Section 2

Layoff and seniority rights for Civil Service employees shall be administered in accordance with Chapter 400, Code of Iowa. During layoff, the employee shall not accrue or receive any privileges, benefits or pay granted by this Agreement.

Section 3

An employee's seniority and employment relationship with the City shall be broken and terminated for the following reasons:

- Resignation
- Discharge
- Death
- Retirement
- If, after a layoff, the employee fails to report to work within five [5] work days after being notified to report to work.

ARTICLE 21

TRANSFER PRIVILEGES

An employee seeking a transfer to another station and/or shift shall file a transfer request with the Fire Chief. Such a request shall be in writing and specify the station and/or shift to which the transfer is requested.

All vacated positions shall be posted for five [5] calendar days in order that employees may request a transfer to fill the posted vacancy. Other vacancies which might arise as a result thereof shall be made available, but only the initial vacancy must be posted.

Seniority in the classification will be the principle factor if more than one transfer bid is submitted for the same vacancy.

Approval or disapproval of such a request shall be at the sole discretion of the Fire Chief. An employee who has been denied a request for a transfer may request from the Fire Chief a written explanation as to the reason[s] for denial. Denial of a transfer request or the reason[s] for denial shall not be a subject for the grievance procedure.

ARTICLE 22

VACATIONS

Section 1

After an employee working a fifty-six [56] hour work week schedule has one [1] year or more seniority, the employee shall be eligible to receive three [3] working days vacation

in each calendar year. After an employee has completed three [3] years or more seniority the employee shall be eligible to receive six [6] working days vacation in each calendar year. After an employee has completed seven [7] years or more seniority the employee shall be eligible to receive eight [8] working days vacation in each calendar year. After an employee has completed fourteen [14] years or more seniority the employee shall be eligible to receive ten [10] working days vacation in each calendar year. After an employee has completed twenty-one [21] years or more seniority the employee shall be eligible to receive twelve [12] working days vacation in each calendar year.

After an employee working a standard eight [8] hour day, forty [40] hour work week schedule has one [1] year or more seniority the employee shall be eligible to receive one week paid vacation at forty [40] hours straight time in each calendar year. After an employee has completed three [3] years or more seniority the employee shall be eligible to receive two [2] weeks paid vacation at eighty [80] hours straight time pay in each calendar year. After an employee has completed seven [7] years or more years seniority the employee shall be eligible to receive three [3] weeks paid vacation at one hundred twenty [120] hours straight time pay in each calendar year. After an employee has completed fourteen [14] years or more years seniority the employee shall be eligible to receive four [4] weeks paid vacation at one hundred sixty [160] hours straight time pay in each calendar year. After an employee has completed twenty-one [21] years or more seniority the employee shall be eligible to receive five [5] weeks paid vacation at two hundred [200] hours straight time pay in each calendar year.

## Section 2

It is agreed that vacations are earned during the year of service preceding that year in which the vacation is taken.

An employee who is on Approved Leave of Absence due to injury or illness, not service connected, shall continue to accrue vacation credit for a period not to exceed sixty [60] calendar days following the month of injury or illness.

## Section 3

The vacation anniversary date of an employee shall be the same as the seniority date of the employee.

Earned vacations must be taken within the twelve [12] month period immediately following the anniversary date of the vacation.

Vacation time is not accumulated from year to year; therefore, under no circumstances will vacations be requested, scheduled or permitted to run consecutively.

In the event a holiday falls during the vacation of an employee working a standard eight [8] hour day, forty [40] hour week, the holiday shall not be charged as vacation.

Section 4

Employees who have completed twelve [12] months or more of continuous service and who are laid-off, resign, or enter military service [provided the City is given two [2] weeks notice in the event of a resignation or a military leave of absence] shall receive vacation pay prorated to the last day worked.

Section 5

An employee who has incurred an injury on duty just previous to his/her vacation and is unable to return to work until after his/her regularly scheduled vacation period shall be eligible to have his/her vacation period rescheduled at a time designated by the Fire Chief.

Section 6

The Fire Chief shall approve all vacations and the number of employees allowed off at any one time shall be at the sole discretion of the Fire Chief. Denial of a requested date for vacation or the reason[s] therefore shall not be a proper subject for Step 3 of the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa.

ARTICLE 23

CASUAL DAY

Item 1 - Consideration

- A. To afford employees one [1] day with pay, not to be deducted from sick leave accumulation, to be scheduled by the Fire Chief.
- B. Approving or disapproving the employee's requested date for this casual day will be at the sole discretion of the Fire Chief or his/her authorized representative.
- C. The Association recognizes that approval or disapproval of a specific day must consider the efficient level of service due the general public.

Item 2 - Conditions

- A. The one [1] casual day with pay must be requested, scheduled and approved by the Fire Chief within the contract period each year.
- B. A new employee must have worked at least four [4] full calendar months of the probationary period before December 15 in order to be eligible for a casual day in the contract period.

- C. In the event an emergency situation arises while an employee is on vacation, and such employee has not used the casual day, upon written or telephone request and approval, the casual day may be used to extend the vacation period one [1] day.
- D. Under no circumstances will pay be requested or approved in lieu of the casual day off with pay.
- E. Once a date has been approved for an employee as a casual day it should not be rescheduled except under the most extenuating circumstances. However, it is understood and agreed that an employee may request to take his/her casual day at a time other than the scheduled day provided that the employee request said day on the employee's preceding work day before 8:00 p.m. It is reserved that the Fire Chief or his/her representative may grant or deny the request for the unscheduled casual day. In the event that two [2] or more employees request the same unscheduled casual day off and the Fire Chief or his/her representative determine that a casual day may be taken, seniority shall be the determining factor as to which employee may take the requested day.

## ARTICLE 24

### HOLIDAYS

#### Section 1

The following calendar days of the year shall be considered as holidays insofar as the administration of City business is concerned. When the term "Holiday" is used it shall be construed to mean the following days:

- |    |                        |                                   |
|----|------------------------|-----------------------------------|
| A. | New Year's Day         | January First                     |
| B. | Memorial Day           | Last Monday in May                |
| C. | Independence Day       | July Fourth                       |
| D. | Labor Day              | First Monday in September         |
| E. | Veterans Day           | November Eleventh                 |
| F. | Thanksgiving Day       | Fourth Thursday in November       |
| G. | Day after Thanksgiving | Friday following Thanksgiving Day |
| H. | Christmas Eve          | December twenty-fourth            |
| I. | Christmas Day          | December twenty-fifth             |
| J. | New Year's Eve         | December thirty-first             |

#### Section 2

An employee shall forfeit the right to payment for a holiday if scheduled to work the

holiday and does not report or if absent from work on the holiday or does not report or is absent from work the day immediately before or the day immediately after the holiday, unless excused by the City for the following reasons:

- A. Formal leave of absence
- B. Job incurred injury
- C. Funeral leave
- D. Subpoena as a witness
- E. Excused in writing at sole discretion of the Fire Chief: excludes casual day
- F. Non-job incurred injury or illness of less than two [2] months duration with proper doctor's documentation.

### Section 3

Employees working a fifty-six [56] hour work week and who are eligible to receive holiday pay shall be granted eight [8] hours pay for each holiday in lieu of time off. Employees working a forty [40] hour work week and who are eligible to receive holiday pay shall be given the holiday off with pay. For purposes of computing holiday pay only the hourly rate of pay for employees who work a fifty-six [56] hour work week is computed as follows:

Annual Base Salary  
2,080

### Section 4

For employees who are given a holiday off with pay, if their holiday falls on Sunday, the following day shall be the recognized holiday. If the holiday falls on Saturday, the preceding day shall be the recognized holiday.

ARTICLE 25

EXCHANGING WORK SHIFTS

The City may permit employees to exchange work shifts provided:

- A. The substitution does not impose any additional cost to the City.
- B. The City is not held responsible for enforcing any agreement between the employees.
- C. The exchange is not for the purpose of engaging in outside employment.
- D. The Fire Chief and officers in charge of the respective shifts approve the exchange. An employee who has been denied a request to exchange a work shift may request from the Fire Chief a written explanation as to the reason[s] for denial. Denial of a request or the reasons for denial shall not be subject to Step 3 of the grievance procedure of this Agreement.

ARTICLE 26

SICK LEAVE

Section 1

It is the purpose of this sick leave provision to protect the employee from financial loss during an absence from work on account of illness or injury.

Section 2

Employees shall be granted sick leave with pay for any of the following reasons:

Personal illness or injury, not incurred on the job, which renders such employee unable to perform the duties of his/her position.

Emergency medical and dental appointments of the employee.

Enforced medical quarantine of the employee.

Life threatening illness or serious injury of an emergency nature of members of the employee's immediate family provided the family member is a legal dependent of the employee. Said absence is limited to the duration of the emergency and shall be approved by the Fire Chief.



An employee who incurs an injury or illness while engaged by another employer or doing contract work for pay shall not be entitled to sick leave benefits.

### Section 3

Sick leave shall be administered as follows:

Except as otherwise provided in this section, all absences from work chargeable to sick leave shall be reported to the employee's supervisor at least thirty [30] minutes prior to the start of work on the day of absence. Failure to do so shall result in the loss of sick leave payment. It is the responsibility of the employee to keep his/her supervisor informed each work day of absence chargeable to sick leave, except and unless the employee presents a certificate signed by a physician which states that the employee will be incapacitated for work for a specified period of time. Employees shall not receive compensation by reason of sick leave benefits until they have completed and returned to their supervisor a sick leave request form. The City reserves the right at any time to require proof of illness or injury. Proof of illness or injury shall include, but is not limited to, a certificate signed by a physician which states the extent and nature of the illness or injury and states that the employee was incapacitated for work for the period of his/her absence. The statement shall also indicate that the employee is physically able to perform the essential functions of his/her position. Failure to provide a physicians certificate containing the above information shall result in the loss of sick leave payment. The cost of said certificate shall be borne by the employee. The City may require at any time a medical examination, performed by a physician selected by the City, to determine the eligibility of an employee to remain on sick leave or return to work or when, in the judgment of the City, an employee's physical or mental condition is adversely affecting his/her ability to perform the essential functions of his/her position, or is endangering the employee's health and safety and/or the health and safety of others. Failure of an employee to submit to a medical examination shall be cause for disciplinary action. Said examination shall be paid by the City. Abuse of sick leave or fraudulent use of sick leave shall be cause for disciplinary action.

### Section 4

Except as otherwise provided in this section, employees shall accrue sick leave at the rate of one [1] day per month of continuous service [3.6923 hours bi-weekly for employees working a forty [40] hour work week and 5.5384 hours bi-weekly for employees working a fifty-six [56] hour work week. The term "month" as used in this section shall mean calendar month. A sick leave day for employees working a forty [40] hour work week shall equal eight [8] hours. A sick leave day for employees working a fifty-six [56] hour work week shall equal twelve [12] hours. Employees shall start to accrue sick leave from their date of appointment to a full-time position and shall be eligible for sick leave after thirty [30] days of continuous service. Sick leave shall be paid to employees at their regular rate of pay.

Sick leave shall be charged as follows:

Employees working a forty (40) hour work week shall be charged one [1] sick leave day, eight [8] hours for every work day [eight [8] hours] off duty. Employees working a fifty-six [56] hour work week shall be charged two [2] sick leave days, [twenty-four (24) hours] for every work day [twenty-four (24) hours] off duty.

It is understood that sick leave shall not be paid to employees who are on their regular day off.

Employees who are on a leave due to a non-job related injury or illness shall accrue sick leave for a period not to exceed sixty [60] calendar days following the date of injury or illness.

#### Section 5

Any unused portion of sick leave shall accumulate from fiscal year to fiscal year to a maximum of one hundred thirty two [132] work days. Accrual of sick leave shall terminate upon discharge, resignation, retirement, lay-off or death of the employee.

#### Section 6

Upon retirement, employees shall be paid for fifty percent [50%] of accumulated sick days over forty-five [45] .

Example:	105	sick days [accumulated sick days at retirement]
	<u>-45</u>	sick days
	60	sick days
	<u>x50%</u>	
	30	sick days x the regular rate of pay

The regular rate of pay for employees assigned to a forty [40] hour work week shall be based upon two thousand eighty [2,080] hours per year and one [1] sick day shall equal eight [8] hours. The regular rate of pay for employees assigned to a fifty-six [56] hour work week shall be based on two thousand nine hundred twelve [2,912] hours per year and one sick day shall equal twelve [12] hours. In order to be eligible for such payment, an employee must have completed at least twenty [20] years of continuous service in a full time position in City employment or retired as a result of a disability.

ARTICLE 27

FUNERAL LEAVE

All regular and full time employees shall be granted upon request, time off with pay for such periods of time as set forth below:

Eight [8] Hour Work Day Schedule

A. Death of an employees spouse

Seven [7] calendar days with a maximum of five [5] working days pay.

B. Death of an employees child or step-child

Three [3] scheduled working days.

C. Death of other members of an employees immediate family

Relationships which are considered as other members of the employee's family are: mother, father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandfather, grandmother, grandchild.

1. In the event the employee is the person responsible for making arrangements for the funeral and attending same, a period of time from when death occurs until the day following the funeral but not to exceed three [3] scheduled working days with pay .
2. In the event the employee is not the person responsible for making arrangements for the funeral, one [1] scheduled working day will be allowed to attend the funeral providing the funeral service falls on a scheduled working day of the employee.

D. Special Provision

It is recognized that a death of a person other than the relationships listed above could warrant consideration for some paid funeral leave. In this event, the employee should make the situation known to the Fire Chief. The Fire Chief may exercise administrative approval consistent with the intent of this funeral leave provision. The Fire Chief will document administrative approval by written notice to the Personnel Office.

Twenty-four [24] Hour Work Day Schedule

A. Death of an employees spouse

Seven [7] calendar work days with a maximum of three [3] working days with pay.

B. Death of an employees child or step-child

Five [5] calendar days with a maximum of three [3] working days with pay.

C. Death of other members of an employees immediate family

Relationships which are considered as other members of the employees family are: mother, father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandfather, grandmother, grandchild.

1. In the event the employee is the person responsible for making arrangements for the funeral and attending same, a period of time from when death occurs until the day following the funeral but not to exceed three [3] scheduled working days with pay.
2. In the event the employee is not the person responsible for making arrangements for the funeral, one [1] scheduled working day will be allowed to attend the funeral providing the funeral service falls on a scheduled working day of the employee.

D. Special Provision

It is recognized that a death of a person other than the relationships listed above could warrant consideration for some paid funeral leave. In this event, the employee should make the situation known to the Fire Chief. The Fire Chief may exercise administrative approval consistent with the intent of this funeral leave provision. The Fire Chief will document administrative approval by written notice to the Personnel Office.

E. Wake Provision

Upon approval of the Fire Chief, employees may be granted up to three [3] hours with pay to attend the wake services of a member of the employees immediate family as defined in Section C of this Article.

## ARTICLE 28

JURY DUTY

Employees required to report for jury duty shall be paid the difference, if any, between the compensation received for jury duty and their regular wage for each day of jury duty. Expense reimbursement received by the employee shall not be deducted from the employee's regular wage. Normally this is processed by having the employee submit his/her jury duty compensation, excluding expense reimbursement, to the finance office in exchange for the employee's paycheck. An employee who reports for jury duty and is excused shall report immediately to his/her supervisor.

## ARTICLE 29

LEAVES OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted by the City Manager upon the recommendation of the Fire Chief. An employee desiring a leave of absence without pay shall submit a request in writing stating the reason[s] for the desired leave, the date when the leave is to begin, and the date of return to duty. Failure to return to work at the end of the leave shall constitute just cause for dismissal. It is understood that leaves of absence shall not be used for the purpose of accepting employment elsewhere. An employee accepting such employment shall be terminated. An employee granted a leave of absence without pay, upon completion of said leave, shall be returned to the same position and the same pay step within the pay grade corresponding to the classification occupied at the time the leave began. Except as provided in the Family and Medical Leave Act of 1993, during a leave of absence without pay, the employee shall continue to accrue seniority, but will not accrue or receive any other privileges, benefits or pay granted by this Agreement.

## ARTICLE 30

ABSENCE WITHOUT LEAVE

If an employee is absent from work without proper authorization for part or all of a work day, such absence shall be without pay and shall be grounds for disciplinary action. Absence without authorization for a period of two [2] consecutive work days shall be regarded as a resignation.

ARTICLE 31

SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be restrained or held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section or portion thereof restrained or declared null and void in the decision and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 32

ENTIRE AGREEMENT AND WAIVER CLAUSE

This Agreement supersedes and cancels all previous Agreements between the City and the Association and constitutes the entire Agreement between the parties and concludes collective bargaining for its term. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

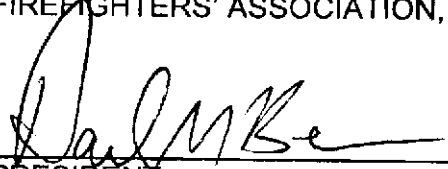
ARTICLE 33

DURATION AND NEGOTIATIONS

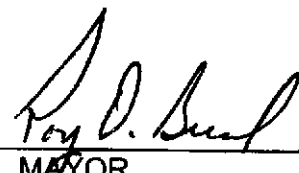
The Agreement shall be effective as of the first (1<sup>st</sup>) day of July, 2007 and shall remain in full force and effect through the thirtieth (30<sup>th</sup>) day of June, 2008. Negotiations for a succeeding Agreement to become effective on July 1, 2008 shall begin after August 15, 2007, but not later than October 15, 2007.

Signed this 30<sup>th</sup> day of June, 2007.

DUBUQUE PROFESSIONAL  
FIREFIGHTERS' ASSOCIATION, LOCAL # 353

  
\_\_\_\_\_  
PRESIDENT

CITY OF DUBUQUE, IOWA

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
JEANNE F. SCHNEIDER, CITY CLERK